

CAUSE NO.: CR-19-10325-G



THE STATE OF TEXAS

IN THE COUNTY COURT

VS.

HIDALGO COUNTY, TEXAS

Noe Perez Jr.

SO# 01492687
SID NO.:

TO THE SHERIFF OF HIDALGO COUNTY, TEXAS

GREETINGS:

BY ORDER OF THE COURT, ON THE 17 DAY OF October, 2019 THE FOLLOWING ACTION IS DIRECTED IN THE ABOVE STYLED AND NUMBERED CAUSE:

____ Defendant received _____ days/months jail time to be served in the **ALTERNATIVE INCARCERATION PROGRAM**. Defendant is to be released only to an A.I.P. Staff.

☒ Defendant is to be placed on the **Alternative Incarceration Program** to await the above styled and numbered cause final disposition Hearing. Defendant is to be released only to an A.I.P. Staff.

Tentative Hearing Date: _____ at _____ A.M./P.M.

____ Defendant is to be placed on the A.I.P. to await **IN-PATIENT/OUT-PATIENT** placement.

Defendant is to be released only to an A.I.P. Staff.

CONDITIONS:

ALTERNATIVE INCARCERATION PROGRAM

1. Defendant is remanded to the Alternative Incarceration Program (AIP), and its programs require strict supervision. All rules and regulations of the community release agreement will be in effect throughout Defendant's participation in the Program. Defendant will be required to conduct himself/herself in accordance with the laws of the State of Texas and the community in which they live and work.
2. Defendant shall abide by all rules and regulations set forth by the AIP.
3. Defendant will not travel outside Hidalgo County, except for approved employment requirements. Defendant will return to their designated residence each day.
4. In the event of an emergency or any unforeseen difficulty Defendant shall contact the AIP immediately.
5. Defendant shall carry upon their person at all times, their itinerary. Defendant understands that he/she may be required to exhibit their itinerary to law enforcement personnel upon their request. Defendant will wear their I.D. band, in plain sight, at all times and make no attempts to remove it.

6. Defendant understands that "MAJOR" program violations include:
- Violation of the laws of the State of Texas or any other State of the United States.
 - Drug and/or alcohol use — is a zero tolerance program.
 - Escape — defined as a period of two hours or more for which they are unaccounted for.
 - Repeated minor violations of the contract.

Defendant understands that the commission of a "MAJOR" violation will result in termination from the program.

Defendant understands that "MINOR" program violations include:


- Inappropriate behavior — such as fighting, creating a disturbance, lying.
- Failure to notify staff of changes in residence, employment, educational pursuits, etc.

Defendant understands that the commission of a "MINOR" violation will result in a review with AIP Officer and possible additional stipulations.

7. Defendant understands that they are required to have their itinerary approved by the AIP. Defendant understands that leaving any approved destination — place of employment, education, counseling, home, without authorization by the AIP may be considered an escape and may result in termination from the program. Defendant understands the same will be true if he/she fails to report to the AIP when requested.
8. Defendant understands that their presence at their approved place of residence is subject to frequent verification. Failure to be at said residence during designated times may be considered as a major violation.
9. Defendant will not use or possess alcohol, illegal drugs, or any unauthorized medication (including over the counter medications), nor will he/she attempt to introduce any of the above into their body. Defendant also understands that he/she will be subject to drug testing, at my expense, and breath tests will be taken at any time.
10. Defendant shall not possess or use any firearms, ammunition, and deadly weapons, articles deemed as contraband or any type of explosive device. Defendant understands there may not be any of the above mentioned articles in or about his/her residence regardless of ownership or possession.
11. Defendant understands that the AIP staff must approve all transportation arrangements, including vehicle and driver.
12. While on AIP, Defendant agrees to ride in personal vehicles only if they have AIP stickers affixed to it. Defendant may choose alternative transportation that does not require stickers, i.e.; company vehicle with logo, bus, cab, walk or ride a bicycle.
13. Defendant understands that they may not operate a motor vehicle without a valid driver's license and/or consent of the court.
14. Defendant will travel directly to my approved destination with no stops or detours along the way.
15. Defendant understands that while on community release, they may not associate with or have contact in any manner with, anyone previously convicted of a felony or misdemeanor offense or any person known to have a criminal record, other than those with whom they must make contact to carry out authorized

release functions or during the course of my employment. Defendant will not remain at any location where a criminal act is being committed.

16. If Defendant is sick or otherwise unable to work, Defendant shall notify and obtain approval from the designated AIP staff, and also notify their employers in accordance with the rules of his/her place of employment. Defendant will stay at home for the remainder of the day, except in the case of an emergency or with approval to seek medical attention.
17. Defendant understands the program assumes no responsibility for loss and/or damage of personal property while on community release, nor is it responsible for any debt that he/she may incur on AIP.
18. Defendant authorizes their employer to disclose and release to the AIP any information regarding their employment.
19. Defendant authorizes AIP staff to contact prospective employers and other program sponsors as necessary to monitor his/her program performance and discuss his/her current status.
20. Defendant agrees to appear as scheduled for all court sessions and appointments at the facility which they occur during his/her participation in the AIP.
21. If Defendant is currently serving a term under community supervision, Defendant will maintain contact with his/her probation officer and comply with all conditions imposed under community supervision.
22. Defendant shall seek and maintain suitable employment. If Defendant is not employed Defendant will adhere to all referrals made by his/her CSO.
23. Defendant is assessed a supervisory fee of \$60.00 to be paid monthly for each month or any portion of month beginning INSTANTER. Once the defendant has received a sentence, the supervisory fee shall be \$60.00 per month.
24. Defendant shall report in person to the Alternative Incarceration Program Officer located at: 3100 S. Bus. Hwy 281, Edinburg, Texas, 78539. (Phone 956-587-6000)
25. Defendant to install M.A.M.D, Instanter.


JUDGE PRESIDING
COUNTY COURT AT LAW No.: 7
HIDALGO COUNTY, TEXAS